7/15/2019

Questions and Answers - FINAL

Laboratory Services MS-IFB

MDH/OPASS 19-17846

All the questions received prior to the Pre-Bid Conference or at this Conference were stated and answered in the Minutes of the Pre-Bid Conference that was issued on July 8th. Questions that have been received since the Pre-Bid Conference are answered herein.

1. Question: On the Price Form, the item Crossmatch, CPT Code 86920 is normally done by a blood center or hospital since it requires blood compatibility testing for intended blood transfusions from both the blood donor and the blood recipient. Will the State remove this item from the Price Form or provide more guidance on how Bidders are to calculate a bid price?

   Answer: Item 1 of Amendment 5 states this item is being deleted from the Attachment F, Price Form, and that a revised Attachment F, Price Form, marked "Revised 7/12/2019"is attached. On this revised Price Form the Crossmatch, CPT Code 86920 has been struck-through and Bidders can no longer make a price entry for this Item.

2. Question: Concerning the definition of "Reimbursable Test" added in Amendment 3, it is customary in the industry for a reference laboratory to add a handling fee whenever it refers a testing request to another testing laboratory. Will the State alter the Reimbursable Test definition to permit a Bidder to quote a price for a handling fee in these situations?

   Answer: Via Amendment 5, in Item 2 the Reimbursable Test definition has been revised to permit an Administrative Fee to be charged by Bidders. Items 3, 5, 6, 8 and 9 of Amendment 5 also have changes related to the permitted addition of the requested handling fee.

3. Question: In Attachment A, the Contract, Clause 5, Rights to Records, we do not think this term is applicable to the services to be provided under this MS-IFB. Please explain how the State interprets this clause as applying to this procurement.

   Answer: This is a standard clause included in State contracts. We believe the questioner's concern might focus on the fact that under HIPAA requirements a laboratory testing firm is required to retain the results of all tests, hence these results should not be regarded as the "sole property of the State". The State does not regard a laboratory test result as being a "product created under the Contract." Accordingly, except for the unlikely event that the Contractor under this contract would specifically create some potentially copyrightable document for the State, this clause would be interpreted as not being applicable.

4. Question: In Attachment A, the Contract, Clause 6, Exclusive Use, similar to as stated for the Rights to Records clause, we do not think this term is applicable to the services to be

provided under this MS-IFB. Please explain how the State interprets this clause as applying to this procurement.

Answer: This is essentially the same issue as discussed in Answer #4. This is also a standard clause in State contracts. Nevertheless, the State does not interpret laboratory test results as intellectual property or anything that is copyrightable, so this clause also would be interpreted as not being applicable.

5. Question: Concerning Section 3.2.2.e, – presumably this should be Section 3.2.18.e - is it the intent of this section that any test replacement must be priced the same as the test being replaced.

   Answer: Yes, that would be the correct interpretation of the current wording of Section 3.2.18.e. However, In Amendment 5, Item 8, Section 3.2.18.e is revised to allow the Contractor to request a price adjustment under what it considers to be extraordinary circumstances. Under the revised wording of this Section the Contract Monitor can approve a price adjustment if he/she believes it is merited.

6. Question: Concerning Section 3.2.4.3, please provide the EHR vendors by facility.

   Answer: The wording of this Section is "If and when…" meaning that currently no Facility uses a commercially available EHR. Two facilities have had limited aspects of their medical record keeping converted on an ad hoc, customized basis to being electronically recorded. The other Facilities use entirely paper-based medical record keeping. And even the two facilities with partial electronic medical record keeping are still predominately paper-based.